

REMARKS

Applicant replies to the Office Action dated April 28, 2009, within three months. Claims 1, 2, 5, 6, 11-16, and 25-41 were pending in the application and the Examiner rejects claims 1, 2, 5, 6, 11-16, and 25-41. Applicant adds new claim 42. Support for the amendments and new claim may be found in the originally-filed specification, claims, and figures. No new matter has been introduced by these amendments and new claim. Reconsideration of this application is respectfully requested.

Double Patenting

The Examiner provisionally rejects claims 1, 2, 5, 6, 11-16, and 25-41 based on non-statutory obviousness-type double patenting over certain claims of U.S. Application No. 11/619110, 11/619280, and 11/619290. Applicant would be willing to terminally disclaim to the cited applications if doing so would result in the application being placed in condition for allowance. As such, when the Examiner agrees to allowable claims, Applicant respectfully requests that the Examiner re-submit the request for a Terminal Disclaimer based on the pending claims at that time, if the Examiner still believes a Terminal Disclaimer is necessary.

Rejection under 35 U.S.C. § 103(a)

The Examiner rejects claims 1, 2, 5-6, 11-16, and 25-41 under 35 U.S.C. § 103(a) as being unpatentable over Vance et al., U.S. Patent No 6,442,526 (“Vance”) in view of Dunn, et al., U.S. Patent No. 5,134,564 (“Dunn”). Applicant respectfully disagrees with this rejection, but to expedite prosecution, and to clarify the patentable features, Applicant amends the claims.

Dunn reconciles a bank statement with customer records such that each item in the bank statement is reconciled with ONE item in the customer records. In other words, after bank statement entry #1 is matched to a customer record #1, the system moves on and does not match other customer records to the same bank statement entry #1.

In fact, **Dunn teaches away** from matching a “first charge” AND a “second charge” to the SAME “travel record”. More specifically, after Dunn finds a customer record that matches to bank statement entry #1, Dunn removes the items from further reconciliation (“Whenever the match value exceeds a threshold value, the corresponding records from the first and second lists **are paired and thereafter, are removed from further reconciliation processing.**” Dunn, column 3, lines 54-57). Dunn considers bank statement entry #1 reconciled and moves to reconcile a different bank statement entry.

While Dunn may use different record elements and other attributes to determine a probability value and match value, such elements and attributes relate to the same customer record #1 and are used to match customer record #1 to bank statement entry #1. Again, after same customer #1 is matched to bank statement entry #1, then both customer record #1 and bank statement entry #1 are removed from the list and removed from further reconciliation processing. For example, the presently claimed invention associates a first charge #1 of \$500 with a travel record #1 having a \$500 first amount, then ALSO associates a second charge #2 (such as a \$100 change fee incurred on September 22, 2008) with the SAME travel record #1 that has first data such as a September 22, 2008 trip.

Moreover, Dunn also inserts an extra value into the second list to “create” a match to the first list. The claimed invention does not insert extra values in one list to create a match. In contrast, in the claimed invention, the **“first charge” and “second charge” already exist in the financial database**, and both the “first charge” and “second charge” are matched to the SAME “travel record”.

As such, Applicant asserts that neither Vance, Dunn, nor any combination thereof disclose or contemplate at least **“matching . . . a first charge . . . to . . . a travel record” AND associating . . . a second charge . . . with . . . said travel record**”, as similarly recited in independent claims 5, 20 and 25 (emphasis added).

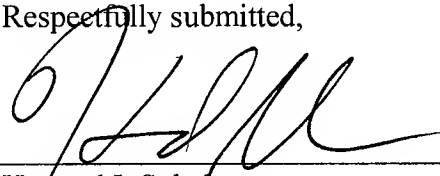
Furthermore, Vance is limited to travel data and charge receipts for the travel data, but Vance does not disclose **charge receipts for a second charge related to a change of the SAME travel record as the first charge**. As stated by the Examiner on page 5 of the Office Action, Vance does not disclose associating a second charge or other features of the second charge. Dunn does not cure these deficiencies. As such, Applicant also asserts that neither Vance, Dunn, nor any combination thereof disclose or contemplate at least “wherein said second charge in said financial database is associated with a change to said travel record in said travel database”, as similarly recited in independent claims 5, 20 and 25.

Claims 2, 5, 12-15, and 26-41 variously depend from independent claims 1, 11, and 25, therefore dependent claims 2, 5, 12-15, and 26-41 are differentiated from the cited references for at least the same reasons as set forth above, as well as in view of their own respective features.

New dependent claim 42 depends from independent claim 1, therefore dependent claim 42 is differentiated from the cited references for at least the same reasons as set forth above, as well as in view of its own respective features.

Applicant respectfully submits that the pending claims are in condition for allowance. The Commissioner is hereby authorized to charge any fees, which may be required, or credit any overpayment, to Deposit Account No. **19-2814**. Applicant invites the Office to telephone the undersigned if the Examiner has any questions regarding this Reply or the present application in general.

Respectfully submitted,



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By: _____

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